

ARTICLE I

Covenants and Agreements of the Company

Section 1.01 Payment of Secured Obligations; Title, etc. Plitt Properties shall pay when due the principal of, and the interest on, the indebtedness evidenced by the Notes, and all charges, fees and other sums required to be paid by the Company hereunder. The Company has title in fee simple to the Properties and the Improvements described in Part 1 of Schedule I, has title in leasehold to the Properties and the Improvements described in Part 2 of Schedule I, and has good title to all Personal Property and other interests constituting part of the Trust Estate, and it has the full power and lawful authority to grant, bargain, sell, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustee, the Trust Estate.

Plitt Properties and Southern hold title to different portions of the Trust Estate and accordingly, covenants undertaken by the Company shall be deemed to be the obligation of the party only with respect to the portions of the Trust Estate held by it.

Section 1.02 Maintenance, Repair, Alterations; Replacement of Personal Property, etc. The Company shall keep the Improvements and the Personal Property in good condition and repair; shall not remove, demolish or substantially alter any of the Improvements, provided that the Company may make any replacements, alterations or improvements thereof or thereto which are required by law or which would not, in the judgment of the Company, reasonably exercised, impair the value of the Improvements; shall complete promptly and in a good and workmanlike manner any Improvements which may be constructed on any Property and promptly restore in like manner any Improvements which may be damaged or destroyed, whether or not any proceeds of insurance required hereunder shall be sufficient for the purpose, and shall pay when due all claims for labor performed and materials furnished therefor prior to the time the existence of any lien in respect thereof would be prohibited by Section 1.09; shall not remove any Personal Property from the Properties, except such portions or items as are consumed or worn out in ordinary usage, all of which shall be promptly replaced by the Company with Personal Property of equivalent value; shall replace all Personal